

Smiley, Allen

From: Cochran, Pat [Pat.Cochran@austintexas.gov]
Sent: Thursday, June 28, 2012 1:30 PM
To: Suter, Alice
Cc: McIlvain, Chris; Lord, Danielle; Douglas, David; Mannix, Sean
Subject: Re: Unmanned Aircraft System for APD

Thanks! I'll let the vendor know.

Lt Patrick Cochran 2560
Austin Police Department
Police Technology Unit
(512) 974-6812

Please excuse typos as this is sent from my iPad

On Jun 28, 2012, at 1:29 PM, "Suter, Alice" <Alice.Suter@austintexas.gov> wrote:

> It wasn't just the funding. Chief had other concerns which were related to the concept.

>

> -----Original Message-----

> From: Cochran, Pat

> Sent: Thursday, June 28, 2012 1:07 PM

> To: Suter, Alice

> Cc: McIlvain, Chris; Lord, Danielle; Douglas, David; Mannix, Sean

> Subject: Re: Unmanned Aircraft System for APD

>

> Was it the funding? I was just wondering so when I tell the vendor they don't try and negotiate.

>

> Pat

>

> Lt Patrick Cochran 2560

> Austin Police Department

> Police Technology Unit

> (512) 974-6812

>

> Please excuse typos as this is sent from my iPad

>

> On Jun 28, 2012, at 10:51 AM, "Suter, Alice" <Alice.Suter@austintexas.gov> wrote:

>

>> I talked with Chief about this today and he is not supportive in us moving forward. Please notify the vendor that we will not be participating.

>>

>> -----Original Message-----

>> From: McIlvain, Chris

>> Sent: Tuesday, May 22, 2012 11:53 AM

>> To: Cochran, Pat; Lord, Danielle

>> Cc: Suter, Alice

>> Subject: RE: Unmanned Aircraft System for APD

>>

>> Thanks Danielle. Once you receive the documents back from the vendor, we will still need the COA Law Department to review, correct?

>>

>> Regarding the \$5400 needed to cover the liability insurance, we may be able to cover that out of the Technology budget, depending on how close to the end of the budget year we are.

>>

>>

>> -----Original Message-----

>> From: Cochran, Pat

>> Sent: Monday, May 21, 2012 11:45 AM

>> To: Lord, Danielle

>> Cc: McIlvain, Chris
>> Subject: Unmanned Aircraft System for APD
>>
>> Thanks!
>>
>> -----Original Message-----
>> From: Lord, Danielle
>> Sent: Monday, May 21, 2012 11:21 AM
>> To: Gonzales, Cynthia [FSD]
>> Cc: Athey, Colleen; Cochran, Pat; Vance, Carol
>> Subject: RE: Unmanned Aircraft System for APD
>>
>> I have sent these changes to the vendor and am waiting on their response back.
>>
>> I have not received a response back from the Police Technology Unit as to the insurance and funding.
>>
>> Thank you,
>>
>> * Please note that my email address has changed to
>> danielle.lord@austintexas.gov
>>
>>
>>
>> Danielle Lord
>>
>> M.B.A., B.B.A., C.P.M., A.P.P.
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>> Procurement and Contract Services
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>> & Alarm Administration
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>> Financial Manager
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>>
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>>
>> -----Original Message-----
>> From: Gonzales, Cynthia [FSD]
>> [mailto:Cynthia.Gonzales2@austintexas.gov]
>> Sent: Friday, May 11, 2012 5:04 PM
>> To: Lord, Danielle
>> Cc: Athey, Colleen
>> Subject: RE: Unmanned Aircraft System for APD
>>
>>
>> Danielle,
>>
>> I agreed to review the agreement and give my comments but because of the risk involved with this I advice you to get the Law Department to review. The following are my final comments.

>>
>> 4 a. In their response to my comments they explained the cost of training. They need to add their explanation to the agreement.
>>
>> 4.b. Need to change to read, "During the Lease Period, AV shall provide, at no additional cost, commercially ..."
>>
>> 5a.ii In their response they explained the additional training requirements that the City may have to pay for. They need to add this to the agreement.
>>
>> 6.a. They acknowledged the requirement that proprietary information must be marked as such in order for the City to agree to their non-disclosure clause. They need to add this to the agreement.
>>
>> 6.b. I do not think APD should be responsible for marking Aerovironment's proprietary information. The process for this needs to be spelled out in the agreement.
>>
>> 7.a. I sent to Risk Management for her review.
>>
>> 7.c. The law does not allow the City to indemnify therefore the City will not agree to this statement.
>>
>> 8.d. Limitation of Liability needs to be for both parties since the City is the one using the equipment. It does not mention for warranty only.
>>
>> Exhibit A - Change to an option to renew with mutual agreement by both parties.
>>
>> Cynthia Gonzales
>> Corporate Contract Compliance Manager Financial & Administrative
>> Services Department Purchasing Office
>> (512) 974-1905
>>
>> Manager: Denise Lucas, Deputy Purchasing Officer
>> (512) 974-1766
>> -----Original Message-----
>> From: Lord, Danielle [mailto:Danielle.Lord@austintexas.gov]
>> Sent: Friday, May 04, 2012 9:54 AM
>> To: Gonzales, Cynthia [FSD]
>> Cc: Athey, Colleen
>> Subject: FW: Unmanned Aircraft System for APD
>> Importance: High
>>
>> Cynthia,
>> I was just following up to see if you had any additional questions that I need to send the vendor?
>>
>> Thank you,
>>
>> * Please note that my email address has changed to
>> danielle.lord@austintexas.gov
>>
>>
>>
>> Danielle Lord
>>
>> M.B.A., B.B.A., C.P.M., A.P.P.
>>
>> Procurement and Contract Services
>>
>> & Alarm Administration
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>> Financial Manager
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prohibited.
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>> -----Original Message-----
>> From: Lord, Danielle
>> Sent: Monday, April 30, 2012 4:50 PM
>> To: Gonzales, Cynthia [FSD]
>> Cc: Athey, Colleen
>> Subject: FW: Unmanned Aircraft System for APD
>> Importance: High
>>
>> Please see attached. Let me know if you need additional information or have any further
questions.
>>
>> Thank you,
>>
>> * Please note that my email address has changed to
>> danielle.lord@austintexas.gov
>>
>>
>>
>> Danielle Lord
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prohibited.
>>
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>>
>> -----Original Message-----
>> From: Torres Gabriel [mailto:
>> Sent: Sunday, April 29, 2012 7:13 AM
>> To: Lord, Danielle
>> Cc: Cochran, Pat; Cortez, Eric; Ed Tovar; Ravestein Leslie; Julieann
>> Dimmick

>> Subject: Re: Unmanned Aircraft System for APD
>>
>>
>> Danielle,
>>
>> In response to APD's questions and comments regarding the Lease
>> Agreement for Qube (as part of the NIJ-ATP / AV SUAS Evaluation
>> Program), attached are four PDF documents for your review:
>>
>> 1) SUAS_Equipment_Lease_Agreement_Rev_14_APD_Comments_2012-04-27.pdf
>> Response to the questions and comments, with replies embedded within
>> PDF file
>>
>> 2)
>> SUAS_Equipment_Lease_Agreement_Rev_14_APD_Comments_Expanded_2012
>> -04-27.pdf
>> Same as above but with comments and replies grouped together and
>> printed explicitly (easier to review)
>>
>> 3) SUAS_Equipment_Lease_Agreement_Rev_14_APD-02.pdf
>> Modified Lease Agreement with changes as described in the documents
>> above
>>
>> 4) SUAS_Equipment_Lease_Agreement_Rev_14_APD-02_Comparison.pdf
>> Comparison between the modified Lease Agreement and the original
>> Agreement
>>
>>
>> Copied in this email are Leslie Ravestein (Corporate Counsel) and
>> Julie Dimmick (Senior Counsel) for AV. Please copy them in future
>> correspondence on this matter.
>>
>> Please let us know if you have additional comments or questions. If a
>> phone discussion between counsels is needed to address any specific
>> topic, please let us know.
>>
>> Thank you and we look forward to working with you.
>>
>> Gabriel
>>
>> PS: Our apologies for the delay in providing a response to APD's
>> questions and comments. We appreciate your patience in this regard.
>>
>> Gabriel Torres
>> Qube Program Manager
>> Unmanned Aircraft Systems
>> AeroVironment, Inc.
>> 900 Enchanted Way, Simi Valley, CA 93065
>> Phone: (805) 581-2187 x1427
>> Email:
>> Web: www.avinc.com , www.avinc.com/qube
>>
>

Smiley, Allen

From: Lord, Danielle [Danielle.Lord@austintexas.gov]
Sent: Friday, June 22, 2012 2:51 PM
To: McIlvain, Chris
Cc: Suter, Alice; Cochran, Pat; Douglas, David
Subject: RE: Unmanned Aircraft System for APD

David Douglas is reviewing and I have not heard back about his recommendation. I have included him on this email for your convenience.

Thank you,

* Please note that my email address has changed to danielle.lord@austintexas.gov

Danielle Lord

M.B.A., B.B.A., C.P.M., A.P.P.

Procurement and Contract Services

& Alarm Administration

Financial Manager

Phone: 512-974-4543

Fax: 512-974-5960

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-----Original Message-----

From: McIlvain, Chris
Sent: Friday, June 22, 2012 2:17 PM
To: Lord, Danielle
Cc: Suter, Alice; Cochran, Pat
Subject: RE: Unmanned Aircraft System for APD

Danielle,

Do you know if City Legal has reviewed the lease agreement?

-----Original Message-----

From: Lord, Danielle
Sent: Tuesday, June 05, 2012 4:22 PM
To: Douglas, David
Cc: Suter, Alice; Cochran, Pat; McIlvain, Chris
Subject: Unmanned Aircraft System for APD

From a purchasing standpoint the attached lease seems to be sufficient; however, purchasing (Cynthia Gonzales, Colleen Athey, and I) is requesting that Legal review this

lease agreement as final reviewer before APD commits to leasing this equipment. Please let me know if there are changes that need occur so that I request the vendor make modifications.

Please call me if you have any questions.

Thank you,

* Please note that my email address has changed to danielle.lord@austintexas.gov

Danielle Lord

M.B.A., B.B.A., C.P.M., A.P.P.

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-----Original Message-----

From: Torres Gabriel [mailto:
Sent: Sunday, June 03, 2012 2:39 PM
To: Lord, Danielle; Gonzales, Cynthia [FSD]
Cc: Cochran, Pat; Cortez, Eric; Ed Tovar
Subject: Re: Unmanned Aircraft System for APD - Rev 14-APD-04
Importance: High

Danielle, Cynthia:

Please find attached a revised lease agreement (Rev 14-APD-04) with the requested changes.

Please let us know if there are additional questions.

Thank you very much for your support in this program.

Sincerely,

Gabriel

Gabriel Torres
Qube Program Manager
Unmanned Aircraft Systems
AeroVironment, Inc.
900 Enchanted Way, Simi Valley, CA 93065
Phone: (805) 581-2187 x1427
Email:

Web: www.avinc.com , www.avinc.com/qube

Smiley, Allen

From: Lord, Danielle [Danielle.Lord@austintexas.gov]
Sent: Friday, June 15, 2012 8:12 AM
To: Douglas, David
Subject: FW: Unmanned Aircraft System for APD

Attachments: SUAS_Equipment_Lease_Agreement_Rev_14_APD-04.pdf



SUAS_Equipment_L
ease_Agreement...

The vendor called yesterday to follow up on the status of the lease agreement. Can you please assist on the status of the agreement?

Thank you,

* Please note that my email address has changed to danielle.lord@austintexas.gov

Danielle Lord

M.B.A., B.B.A., C.P.M., A.P.P.

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From: Lord, Danielle
Sent: Tuesday, June 05, 2012 4:22 PM
To: Douglas, David
Cc: Suter, Alice; Cochran, Pat; McIlvain, Chris
Subject: Unmanned Aircraft System for APD

From a purchasing standpoint the attached lease seems to be sufficient; however, purchasing (Cynthia Gonzales, Colleen Athey, and I) is requesting that Legal review this lease agreement as final reviewer before APD commits to leasing this equipment. Please let me know if there are changes that need occur so that I request the vendor make modifications.

Please call me if you have any questions.

Thank you,

* Please note that my email address has changed to danielle.lord@austintexas.gov

Danielle Lord

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-----Original Message-----

From: Torres Gabriel [mailto:]

Sent: Sunday, June 03, 2012 2:39 PM

To: Lord, Danielle; Gonzales, Cynthia [FSD]

Cc: Cochran, Pat; Cortez, Eric; Ed Tovar

Subject: Re: Unmanned Aircraft System for APD - Rev 14-APD-04

Importance: High

Danielle, Cynthia:

Please find attached a revised lease agreement (Rev 14-APD-04) with the requested changes.

Please let us know if there are additional questions.

Thank you very much for your support in this program.

Sincerely,

Gabriel

Gabriel Torres

Qube Program Manager

Unmanned Aircraft Systems

AeroVironment, Inc.

900 Enchanted Way, Simi Valley, CA 93065

Phone: (805) 581-2187 x1427

Email:

Web: www.avinc.com , www.avinc.com/qube



in cooperation with the U.S. National Institute of Justice Aviation Technology Program

This Equipment Lease Agreement (“Agreement”) is executed this [INSERT DATE] day of [INSERT MONTH], [INSERT YEAR] between AeroVironment Inc., located at 181 W. Huntington Drive – Suite 202, Monrovia, California 91016 (hereafter referred to as “AV”) and **Austin Police Department** located at **715 East 8th Street Austin, TX 78701** (hereafter referred to as the “Lessee”).

WHEREAS AV is an industry leading supplier of Small Unmanned Aircraft Systems (“SUAS”) whose applications include tactical situational awareness, incident documentation, and search and rescue; and

WHEREAS Lessee, in its capacity as a public safety agency, must respond to situations in a law enforcement environment that could potentially be more effectively managed by the implementation of SUAS technology; and

WHEREAS Lessee is a participant in the U.S. National Institute of Justice’s Aviation Technology Program (“NIJ-ATP”) and will evaluate operational utility of SUAS technology as applied to law enforcement missions; and

WHEREAS, AV desires to provide a low-cost evaluation mechanism by which Lessee may utilize SUAS in its law enforcement applications to determine their effectiveness in exchange for a minimal fee and operational data and feedback as to the performance of the SUAS in such applications;

In consideration of the mutual covenants the parties hereby agree as follows:

1. Lease of Equipment

Subject to the terms and conditions of this Agreement, AV agrees to lease to Lessee and Lessee agrees to lease from AV the equipment (the “*Equipment*”), described on the Equipment Schedule attached as Exhibit A (the “*Equipment Schedule*”).

2. Term & Delivery

The term of this Agreement shall be the term identified on the Equipment Schedule, and shall begin on the date of execution of this Agreement by Lessee (the “*Term*”).

The “*Lease Period*” for the Equipment shall begin on the Delivery Date, which shall be that date on which all of the Equipment is transferred to the control of the Lessee, and shall continue for the number of months specified in the Equipment Schedule. AV will arrange for delivery of the Equipment to the Location specified on the Equipment Schedule, at AV’s expense, after both:

- a. Lessee’s Certificate of Authorization for SUAS flight operations in the U.S. National Airspace System (“COA”) is approved by the Federal Aviation Administration (FAA) and a copy is delivered to AV; and
- b. Online Training (as defined in Section 4 below) has been completed and Flight Training has been scheduled by Lessee.

AV will have no liability for any delay or failure to deliver the Equipment.

3. Payment

- a. Payment. Lessee’s obligation for payment shall commence on the Delivery Date and continue for the Lease Period. The total lease payment shall be \$1.00 for the entire Lease Period.
- b. Lessee’s Entitlement to Tax Benefits. Lessee acknowledges that AV is the only party entitled to claim tax benefits provided by federal, state and local income tax laws to the owner of the Equipment (“Tax Benefits”). If requested by AV, Lessee shall furnish AV with records and other information necessary to claim such tax benefits.

4. AV Support

- a. Training. AV shall provide Lessee with training for up to four (4) UAV operators, on a schedule mutually agreed upon by the parties (the “Training”). This Training will consist of a combination of an online/non-classroom training course (the “Online Training”) and one (1) in-person flight class (“Flight Training”) for all Approved UAV Operators (as defined below) at Lessee’s desired location in the United States covered by a valid COA. AV will coordinate with Lessee to schedule Flight Training to coincide with the expected beginning of the Lease Period and maximize the time that Equipment is available for use by Lessee. Note: The AV-provided training for operation of the Qube system is included in the cost of the lease. However, the COA obtained by Lessee from the FAA may require the UAV Operators to have successfully completed Private Pilot Ground School as well as having obtained a Class II medical certificate, as well as other requirements as established by the FAA. It is Lessee’s responsibility to identify the necessary training



in cooperation with the U.S. National Institute of Justice Aviation Technology Program

requirements to satisfy COA specifications. The costs associated with these requirements are not included in the cost of the lease and are the sole responsibility of the Lessee. .

- b. Operational Support. During the Lease Period, AV shall provide, at no additional cost to Lessee, commercially reasonable access to engineering and operational support by telephone or e-mail during normal business hours as it relates to operation of the system.

5. Equipment Use, Reports & Maintenance

a. Approved UAV Operators and Observers.

- i. Approved UAV Operators. Lessee agrees to designate a minimum of two (2) but no more than four (4) active duty sworn law enforcement officers in good standing to receive Training. Officers must be employees of the Lessee. Officers who satisfactorily complete the Training shall be designated by AV as "Approved UAV Operators." Training for additional officers may be available upon request at rates established by AV. Lessee agrees that only Approved UAV Operators will be permitted to operate the Equipment. Approved UAV Operators may also be required to pass the Aviation Medical exam and Aviation Knowledge exam required by the Lessee's COA. Fees for the Medical exams and Aviation Knowledge exams shall be the responsibility of the Lessee. Each Approved UAV Operator shall maintain flight currency by logging at least 2 flight-hours per month (averaged over 3 months) in order to operate the Equipment. The Lessee's COA may impose additional operator currency requirements that the Lessee shall abide by.
- ii. Observers. Lessee shall also designate a minimum of two (2) individuals who will serve as Observers as required by the Lessee's COA. Observers may also be required to pass the Aviation Medical Exams under the Lessee's COA and to satisfy other requirements as required by the FAA. Lessee is solely responsible for any fees for the Medical Exams or other requirements. AV will provide the training for the Observers as part of this lease agreement.

b. Frequency of Usage & Reporting

- i. Flight Hours. Throughout the Lease Period, Lessee agrees to operate the Equipment a minimum of 4 flight hours per month (averaged over 3 months). This requirement shall go into effect during the third full calendar month of the Lease Period.
- ii. Damage Notification. Lessee agrees to inform AV within 5 business days of damage to or loss of the Equipment or any part thereof.
- iii. Logbook. Lessee agrees to maintain an official Logbook of all flights and missions, containing the information specified in Exhibit B, including the identity of any third party law enforcement organizations or public safety agencies that observe operation of the Equipment, and to provide a copy of such logbook to AV within seven (7) business days of the end of each calendar month by sending such reports to the AV Representative or uploading such information to an AV-provided secure server.
- iv. Electronic Backups. Lessee agrees to record and maintain electronic backup files of all Ground Control Station data/video/images on an AV-provided external hard drive for the duration of the Lease Period and to make the files available to AV upon request.
- v. Feedback. Lessee agrees to provide feedback and comments to AV regarding the Equipment, its performance, including product improvements/enhancements, capabilities, and shortcomings and to provide the AV Representative with reasonable access to trained operators of Lessee for purposes of the exchange of information described above.
- vi. Roundtable Discussions. Lessee agrees to participate in roundtable discussions to be coordinated by AV by providing a minimum of one (1) representative from the Lessee's agency for attendance to at least one, one-day event likely to be held near Washington, D.C. Lessee shall be responsible for all costs associated with the attendance of Lessee's representative(s) at this event.

Notwithstanding anything to the contrary above, Lessee shall not be required to provide AV with any videos and/or images or mission-specific information protected by applicable privacy law, evidentiary procedures, or other U.S. Laws or regulations.



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- c. Part Supply. AV, at its expense, shall repair and replace all Equipment, or parts thereof, damaged in the ordinary course of usage in accordance the Operator's Manual and the Training. All such replacement Equipment or parts ("Replacement Parts") shall immediately become part of the Equipment for all purposes hereunder. All damaged Equipment or parts thereof shall be returned to AV for repair or replacement, at Lessee's expense, FOB Destination, via bonded courier. Lessee shall bear the risk of loss of any Equipment damaged or destroyed due to unauthorized operation of the Equipment, as provided in Section 9.e.
- d. Use, Operation and Maintenance.
 - i. Regulatory Compliance. Lessee shall use the Equipment in compliance with all laws, rules and regulations of every governmental authority having jurisdiction over the Equipment and its operation and maintenance, including the terms of any applicable COA and applicable FAA regulations.
 - ii. Operator's Manual. Lessee shall use the Equipment in compliance with the Operators Manual and all Training provided by AV.
 - iii. Permits & Licenses. Lessee shall obtain all permits, licenses or other authorization necessary for the operation and use of the Equipment. Except as explicitly stated otherwise herein, Lessee shall pay all costs, expenses, fees and charges incurred in connection with the use and operation of the Equipment.
- e. Location of Equipment. Lessee shall not store any part of the Equipment at any other place other than the location set forth on the Equipment Schedule without the prior written consent of AV.
- f. Security and Export Control. The Equipment, including any replacement parts, must either remain in the custody of the Lessee, at all times, or be placed in locked storage to prevent theft or unauthorized access.

Lessee acknowledges that the Equipment falls under the jurisdiction of export control laws and regulations of the United States Department of Commerce, the United States Department of State and other United States government agencies relating to the export of commercial or military technology. Lessee agrees to abide by these export control regulations and agrees not to export any "Technical Data" without the express written consent of AV or without the required U.S. Government export licenses.

For the purpose of this section, "Technical Data" is defined in the export regulations (22 U.S. Code of Federal Regulations Chapter 1 Section 120.10) as "Information...which is required for the design, development, production, manufacture, assembly, operation, repair, testing, maintenance or modification of defense articles." Lessee acknowledges that the commitment not to export includes "deemed export" (disclosure to Foreign persons in the United States or elsewhere). Deemed export includes export of technical data to Foreign Persons who may be present in the facilities of, or in contact with Lessee outside of its business facility. A "Foreign Person" is any person who is not a citizen of the United States, a Lawful Permanent Resident (Green Card Holder) or a member of a protected class. Foreign Persons cannot receive controlled data unless an export license is issued to cover such a transfer. Any business entity that is not incorporated or organized to do business in the United States is also a Foreign Person.

The Lessee shall take all reasonable measures to protect the technical data from disclosure to any Foreign Persons unless specifically authorized by a U.S. export license and AV.

Failure to obtain an export control license or other authority from the U.S. Government when such is required may result in criminal liability under U.S. laws. Express written consent from AV, although required under this agreement, does not constitute a governmental authorization or an export license.

- g. Return of Equipment. At the end of the Lease Period or termination of the Agreement, Lessee shall return the Equipment and any replacement parts to AV at the location within the Continental United States designated by AV at Lessee's expense. The Equipment shall be shipped by bonded courier in the same crating in which it was received, if possible, or in crating and/or packing materials approved by AV. Lessee shall also deliver to AV the plans, specifications, operating manuals, and other documents furnished by AV and such other documents in Lessee's possession relating to the maintenance and method of operation of the Equipment. At AV's written request, Lessee shall provide free storage for any item of the Equipment for a period not to exceed 10 days after the end of the Lease Period or termination of the Agreement before returning such item to AV. Lessee shall permit AV access to the Equipment for inspection during this time.



in cooperation with the U.S. National Institute of Justice Aviation Technology Program

6. Non-Disclosure of AV Proprietary Information and Limited Usage of Operational Data

- a. Non-Disclosure of AV Proprietary Information. For the purpose of this section, “AV Proprietary Information” means all information, not generally known, belonging to, or otherwise relating to the business of AV or its clients, customers, suppliers, vendors, licensors, licensees, consultants, affiliates or partners, regardless of the media or manner in which it is stored or conveyed, that AV has taken reasonable measures under the circumstances to protect from unauthorized use or disclosure. Proprietary Information includes but is not limited to trade secrets as well as other proprietary knowledge, information, and know-how; non-public intellectual property rights, including unpublished or pending patent applications and the status of their prosecution and all related patent rights; manufacturing techniques; processes; designs; drawings; improvements; ideas; conceptions; test data; compilations of data; and developments, whether or not patentable and whether or not copyrightable.

Any and all AV Proprietary Information supplied by AV to Lessee in connection with the Equipment shall be marked by AV as “AV Proprietary” and shall be held in strict confidence and shall not be shared with third parties without the express written permission of AV. The AV Proprietary Information specifically shall not include any information that is (a) already known to the Lessee at the time that it is disclosed or (b) has become publicly known through no wrongful act of the Lessee or (c) is rightfully received from a third party without restriction or (d) is independently developed by the Lessee prior to the receipt of the AV Proprietary Information; or (e) is furnished by AV to a third party without a similar restriction on disclosure.

Lessee agrees that it will not reverse engineer the Equipment, or, reverse engineer, decompile or disassemble or further disseminate any software integrated into the Equipment. This requirement applies regardless of whether such Equipment or software is marked “AV Proprietary.”

- b. Confidentiality of Operational Data & Operational Feedback. Lessee acknowledges that, as partial consideration for use of the Equipment, Lessee is required to provide certain information pursuant to Section 5.b. “Frequency of Usage & Reporting” above. The information provided by Lessee to AV shall be deemed AV Proprietary Information and treated as such to the extent that it constitutes “Operational Data” or “Design Data.”

“Operational Data” is defined as any data or copyrightable works created by the Lessee or any of its employees, agents, or representatives, including verbal, written, or photographic works, that describe, report or demonstrate the performance of the Equipment, including the relationship between Equipment performance and environmental or physical conditions.

“Design Data” is defined as data that reveals information about the design, construction or method of operation of the Equipment, as well as feedback and/or suggestions from Lessee employees, agents or representatives that apply to the technical design, construction, or method of operation of the Equipment or Training. This does not include feedback related to general functionality, but only to technical design and construction.

- c. Authority to Share Information. As a participant in the NIJ-ATP, Lessee may share written reports that include Operational Data with the NIJ-ATP as required by the program, provided that such data does not disclose any (a) Technical Data, as defined in the U.S. export regulations (22 U.S. Code of Federal Regulations Chapter 1 Section 120.10) (b) Design Data, or (c) any AV Proprietary Information supplied by AV to Lessee. Examples of information that may be shared with NIJ-ATP include: number and frequency of flights and operations, length of operations, environmental conditions during operations, names of operators and observers, maintenance issues, mission descriptions, descriptions of the utility of the Equipment as applied to such missions, and tactical and operational expertise gained as a result of missions. Lessee may also share with NIJ-ATP feedback regarding potential functional enhancements. Lessee will provide a copy to AV of all information shared with NIJ.



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7. Insurance and Assumption of Liability and Indemnification.

- a. **Insurance.** Lessee will, at its own expense, insure for the following risks with an insurer acceptable to AV: (i) all risk of loss and physical damage to the Equipment in an amount not less than the greater of (a) the fair market replacement value of the Equipment and (b) the Casualty Value of the Equipment; and (ii) comprehensive aviation liability insurance for bodily injury and property damage with a combined single limit of \$2,000,000 for any one accident. Such insurance shall be in full force and effect by not later than the date on which AV ships the Equipment and shall remain in effect through the end of the Lease Period. Such insurance shall include AV as an additional party insured and loss payee, and provide that such policy shall not be cancelable without providing thirty (30) days prior written notice to AV. Lessee shall deliver to AV a valid Certificate of Insurance evidencing such coverage, and any additional data related to the insurance, prior to shipment of Equipment.
- b. **COA Requirements.** As stipulated in the applicable Certificate of Waiver or Authorization (COA), Lessee shall be responsible at all times for collision avoidance with non-participating aircraft and the safety of persons or property on the surface with respect to the Equipment.

8. Disclaimer of Warranties; Limitation of Remedies

- a. **Limited Warranty on Equipment.** AV warrants that the Equipment shall be free from defects in materials and workmanship under normal use and service and shall perform in accordance with AV's published specifications during the Term. The warranty in the preceding sentence is subject to the following: AV's obligations shall be limited solely to the repair or replacement, at AV's option and at AV's cost, of the defective parts. Repairs or replacement deliveries shall not interrupt or extend the term of this warranty unless the Term is extended as a result thereof. This warranty does not apply to any Equipment that has been modified, altered or repaired by persons other than those trained, authorized and approved by AV. This warranty is made on condition that the Lessee operates the Equipment in accordance with AV's operating manuals and gives AV prompt written notice of any defect. AV MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE IS HEREBY DISCLAIMED.
- b. **Warranty of Title.** AV hereby represents and warrants to Lessee that AV has sufficient right, title and interest in the Equipment to enter into this Agreement with Lessee.
- c. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE FOR ANY LOST REVENUE OR ANTICIPATED PROFITS OR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OR INABILITY TO USE THE EQUIPMENT, EVEN IF THAT PARTY OR ITS AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- d. **Product Liability.** Nothing in this Section or any other provision of this Agreement is intended to transfer to Lessee any of AV's obligations under applicable laws regarding product liability.

9. Ownership and Risk of Loss

- a. **Ownership.** The Equipment shall at all times remain the property of AV or its assigns. By this Agreement, Lessee acquires no ownership rights in the Equipment. AV may affix (or require Lessee to affix) tags, decals, or plates to the Equipment indicating AV's ownership, and Lessee shall not permit their removal or concealment. Per FAA requirements, this Agreement is intended to satisfy the requirement for the aircraft to be leased for a period of more than 90 days so it is considered a public aircraft.
- b. **Designs and Trade Secrets.** All right, title and interest in any drawings, data, designs, software programs or other technical information supplied by AV to Lessee in connection with the lease of the Equipment shall remain with AV.



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- c. No Liens. LESSEE SHALL KEEP THE EQUIPMENT AND LESSEE'S INTEREST UNDER THIS AGREEMENT FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES, EXCEPT THOSE PERMITTED BY AV OR ITS ASSIGNS.
- d. Access. AV, its assigns and their agents shall have free access to the Equipment at all reasonable times and upon reasonable notice during normal business hours for the purpose of inspecting the Equipment and for any other purpose contemplated in this Agreement.
- e. Risk of Loss. From and after the date the Equipment is delivered to Lessee and until the Equipment is returned to AV as provided in the Agreement, Lessee shall bear all risk of loss, damage, theft, or destruction to the Equipment not caused by authorized use of the Equipment in accordance with the Operator's Manual and Training. If any item of Equipment is rendered unusable as a result of any physical damage to or destruction of the Equipment as a result of such unauthorized use, or if any item of Equipment is lost or stolen, then Lessee shall give AV immediate notice thereof and AV shall determine and notify Lessee, within fifteen (15) days after the date of occurrence of such damage or destruction, whether such item of Equipment can be repaired. If AV determines that such item of Equipment can be repaired for an amount equal or less than the current fair market value of the Equipment, Lessee shall, return the item of Equipment to be repaired by AV at Lessee's expense. If AV determines that the item of Equipment cannot be repaired; or the cost of repair would exceed the current fair market value of the Equipment; or if the item of Equipment is lost or stolen, then Lessee shall pay AV an amount equal to the fair market value of the Equipment as determined in good faith by AV, and AV may terminate this Agreement without further obligation by either party. All proceeds of insurance received by Lessee under any insurance policy shall be applied toward the cost of any such repair or replacement.

10. Events of Default; Remedies

- a. Events of Default. The occurrence of any one or more of the following events (each an "*Event of Default*") shall constitute a default under this Agreement:
 - i. Use & Reporting Requirements. Lessee breaches any of the requirements of Section 5.b.;
 - ii. Spare Parts Usage. The cost of spare parts and/or repair costs expended by AV to repair the Equipment under Section 5.c. throughout the Lease Period exceeds \$25,000.
 - iii. Transfers. Except as expressly provided herein, Lessee attempts to, or does, remove, sell, assign, transfer, encumber, sublet, or part with possession of any one or more items of the Equipment, or any interest under this Agreement except as expressly permitted herein.
 - iv. Attachment; Abandonment. Through the act or omission of Lessee, any item of Equipment is subject to any levy, seizure, attachment, assignment, or execution; or Lessee abandons any item of Equipment.
 - v. Other Obligations. If either party shall fail to observe or perform any of the other obligations required to be observed or performed by such party hereunder and any of the foregoing events shall continue uncured for ten (10) days after written notice thereof is given to the party in breach.
 - vi. Involuntary Proceedings. Within thirty (30) days after the commencement of any proceedings against either party seeking reorganization, arrangement, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law or regulation, such proceedings shall not have been dismissed.
- b. Remedies. Upon the occurrence of any Event of Default, the non-defaulting party shall have the option, with or without giving notice to the other party to do any one or more of the following:
 - i. Enforcement. Enforce this Agreement according to its terms.
 - ii. Termination. Either party may terminate this Agreement upon the breach of the other party upon 30 days written notice to the breaching party and the breach is not cured within the time set forth in section 10.a., or if no time is specified, within 30 days.
 - iii. Damages: Each party shall remain fully liable for and shall pay, the other party, as applicable for (i) all sums due and payable under this Agreement for all periods up to and including the date on which the default occurs; (ii) all costs and expenses incurred by the non-defaulting party on account of such default, including, but not



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limited to, all court costs and reasonable attorney's fees; and (iii) all reasonable damages as provided by law (collectively "Damages").

- iv. Possession of Equipment. Upon termination of this Agreement, (i) AV may take possession of any or all of the Equipment, wherever situated and for such purpose, AV may enter upon any Lessee's premises upon reasonable notice to Lessee without any court order and without liability for so doing; and/or (ii) Lessee may return the Equipment to AV as provided in this Agreement.
- c. Nonexclusive Remedies. Either party may exercise any and all rights and remedies available at law or in equity, including those available under the Uniform Commercial Code (including sections thereof dealing with leases) as enacted in the state in which the Equipment is located; or other applicable law. The right and remedies afforded AV hereunder shall not be deemed to be exclusive, but shall be in addition to any rights or remedies provided by law. One party's failure to promptly enforce any right hereunder shall not operate as waiver of such right, and at that party's waiver of any default shall not constitute a waiver of any subsequent or other default. AV may accept late payments or partial payments of amount due under this Agreement and may delay enforcing any of AV's rights hereunder without losing or waiving any of AV's rights under this Agreement.

11. Publicity

Lessee shall consult with AV regarding the public disclosure, including but not limited to, news releases, advertisements, or public announcements concerning this Agreement or the Program or its relationship with AV.

12. General

- a. Assignment. Lessee shall not directly or indirectly, voluntarily or by operation of law, sell, assign, encumber, pledge or otherwise transfer or hypothecate all or any part of the Equipment (collectively, "Assignment"), or permit the Equipment to be used by anyone other than Lessee or sublease the Equipment or any portion thereof (collectively, "Sublease"), without AV's prior written consent in each instance, which consent shall not be unreasonably withheld. No consent by AV to any Assignment or Sublease by Lessee shall relieve Lessee of any obligation to be performed by Lessee under this Agreement, whether arising before or after the Assignment or Sublease. The consent by AV to any Assignment or Sublease shall not relieve Lessee from the obligation to obtain AV's express written consent to any other Assignment or Sublease. Any Assignment or Sublease that is not in compliance with this Section shall be void and, at the option of AV, shall constitute a breach of this Agreement.
- b. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof.
- c. Modification. This Agreement may not be amended or modified except in writing, signed by a duly authorized representative of each party.
- d. Interpretation. The provisions of this Agreement shall be deemed to be independent and severable. The invalidity or partial invalidity of any one provision or portion of this Agreement under the laws of any jurisdiction shall not affect the validity or enforceability of any other provision of this Agreement. The captions and headings set forth herein are for convenience of reference only and shall not define or limit any of the terms hereof.
- e. Notices. All notices, requests and communications required or permitted hereunder shall be in writing and shall be sufficiently given and deemed to have been received upon personal delivery or delivery by express courier such as FedEx or, if mailed, upon the first to occur of actual receipt or seventy-two (72) hours after being placed in the United States mail, postage prepaid, certified mail, receipt requested, addressed to the parties at the following addresses: (a) if to AV, to []; and (b) if to Lessee, to []. Notice of a change in address of one of the parties shall be given in writing to the other party as provided above, but shall be effective only upon actual receipt by the addressee and the person designated to receive a copy.
- f. Governing Law. This Agreement shall be governed by and shall be interpreted pursuant to the substantive laws of the State of Texas without regard to choice of law rules.



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- g. Waiver of Jury Trial. RESERVED.
- h. Jurisdiction; Venue. Each party to this Agreement irrevocably submits itself to the jurisdiction of state and federal courts located in Travis County, Texas. The venue for any enforcement or interpretation of this Agreement shall lie with those courts, and each party waives any objection that it might have to venue.
- i. Financing Statements and Fees. A photocopy of this Agreement shall be sufficient as, and may be filed as, an original financing statement. Lessee authorizes AV to file one or more financing statements describing the Equipment and appoints AV as Lessee's attorney-in-fact to execute any such financing statements if Lessee's signature is required in any relevant jurisdiction. Lessee will cooperate with AV in protecting AV's interests in the Equipment, this Agreement and the amounts due under the Agreement, including, without limitation, the execution and delivery of Uniform Commercial Code statements and filings and other documents requested by AV. Lessee will execute and deliver to AV such other documents and written assurances and take such further action as AV may request to more fully carry out the implementation, effectuation, confirmation and perfection of the lease and any rights of AV thereunder. Financing Statements shall be terminated upon return of the Equipment.
- j. Provisional Security Interest. In the event a court of competent jurisdiction or other governing authority shall determine that this Agreement is not a "true lease" or that AV (or its assigns) does not hold legal title to or is not the owner of the Equipment, then this Agreement shall be deemed to be a security agreement with Lessee, as debtor, having granted to AV, as secured party, a security interest in the Equipment effective the date of this Agreement; and AV shall have all of the rights, privileges and remedies of a secured party under the Texas Uniform Commercial Code.
- k. Attorney's Fees. Lessee shall reimburse AV for all charges, costs, expenses and attorney's fees incurred by AV in defending and protecting its interest in the Equipment against any and all claims arising solely through Lessee and in the enforcement of this Agreement or the collection of any past due rent or other payments past due under this Agreement.
- l. No Binding Arbitration. It is expressly understood that disputes between the parties are not required to be submitted to binding arbitration. The parties retain all legal and equitable remedies available under the laws of the state of Texas and other applicable law.

AeroVironment, Inc.

Austin Police Department

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____



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SUAS EQUIPMENT LEASE AGREEMENT

EXHIBIT A
Equipment Schedule

1. Equipment to be provided to Lessee under this Agreement is one (1) Qube system, which contains the following:
 - a. One (1) air vehicle (consisting of one (1) fuselage assembly and two (2) motor arm assemblies)
 - b. Four (4) air vehicle batteries
 - c. One (1) spare fuselage assembly
 - d. Two (2) spare motor arm assemblies
 - e. One (1) color camera payload
 - f. One (1) color camera and thermal camera payload
 - g. One (1) tablet-based Ground Control Station (GCS)
 - h. Two (2) GCS batteries
 - i. One (1) charger for air vehicle and GCS batteries
 - j. One (1) Field Repair Kit for field-repair and maintenance of system
 - k. One (1) external hard drive for backup of flight data and videos/images
 - l. Spare parts and consumable parts needed for operation of the system
2. Training to be provided includes
 - a. One (1) Operator-level training session for no more than four (4) sworn law enforcement officers employed by the Lessee
 - b. Training will be combination of non-classroom training and in-person flight training
 - c. Training to be conducted at Lessee's location (covered by a COA)
 - d. Training to be conducted using the Equipment to be provided to Lessee

Term: From the signature of the Agreement through the end of the Lease Period.

Lease Period: The initial Lease Period shall be six (6) months from the beginning of the Lease Period (see Section 2 for definition of the beginning of the "Lease Period"). The Lease may be renewed for an additional six (6) months upon the mutual agreement of the Parties.

Lease Period Payment: \$1.00

Location of storage of Equipment: _____

Lessee individual responsible for official receipt of shipped Equipment: _____



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EXHIBIT B
Logbook Information

The information below is an example of the type of information required to be entered for each mission or flight in the provided air vehicle's logbook. Additional items may be added to the logbook in the future as operational use reveals the need for additional information that should be recorded and logged.

OPERATING AGENCY:

DATE (mm/dd/yy): ____/____/____

TIME:

LOCATION:

TIME ZONE:

TEMPERATURE: _____ °F

MISSION:

NAME OF UAS OPERATOR:

NAME OF OBSERVER:

NAME(S) OF REPRESENTATIVES FROM OTHER AGENCIES PRESENT DURING OPERATION:

FIELD ALTITUDE: _____ ft MSL

WIND SPEED & DIRECTION: _____ kts @ _____

AIR VEHICLE FUSELAGE S/N:

AIR VEHICLE BATTERY S/N:

MOTOR ARM S/N: _____ FRONT; _____ REAR

PAYLOAD S/N:

WAS IR CAMERA USED?:

GROUND CONTROL STATION S/N:

TABLET S/N:

RECORDED FILE NAME:

FLIGHT TIME: _____ min

of TAKEOFFS:

of LANDINGS:

MAX. RANGE: _____ km

AVERAGE OPERATIONAL ALTITUDE: _____ ft AGL

FLIGHT NOTES:

POST FLIGHT DAMAGE (IF ANY):

ITEMS USED FROM FIELD REPAIR KIT AND OTHER MAINTENANCE NOTES:

Smiley, Allen

From: Suter, Alice [Alice.Suter@austintexas.gov]
Sent: Tuesday, June 05, 2012 5:53 PM
To: Lord, Danielle; Douglas, David
Subject: RE: Unmanned Aircraft System for APD

David, please note that the insurance requirement is being addressed through Corporate Risk Management, Carol Vance.

-----Original Message-----

From: Lord, Danielle
Sent: Tuesday, June 05, 2012 4:22 PM
To: Douglas, David
Cc: Suter, Alice; Cochran, Pat; McIlvain, Chris
Subject: Unmanned Aircraft System for APD

From a purchasing standpoint the attached lease seems to be sufficient; however, purchasing (Cynthia Gonzales, Colleen Athey, and I) is requesting that Legal review this lease agreement as final reviewer before APD commits to leasing this equipment. Please let me know if there are changes that need occur so that I request the vendor make modifications.

Please call me if you have any questions.

Thank you,

* Please note that my email address has changed to danielle.lord@austintexas.gov

Danielle Lord

M.B.A., B.B.A., C.P.M., A.P.P.

Procurement and Contract Services

& Alarm Administration

Financial Manager

Phone: 512-974-4543

Fax: 512-974-5960

"Providing Professional Quality Customer Service" Dedicated, Determined, Dependable

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-----Original Message-----

From: Torres Gabriel [mailto:torres@avinc.com]
Sent: Sunday, June 03, 2012 2:39 PM
To: Lord, Danielle; Gonzales, Cynthia [FSD]
Cc: Cochran, Pat; Cortez, Eric; Ed Tovar
Subject: Re: Unmanned Aircraft System for APD - Rev 14-APD-04

Importance: High

Danielle, Cynthia:

Please find attached a revised lease agreement (Rev 14-APD-04) with the requested changes.

Please let us know if there are additional questions.

Thank you very much for your support in this program.

Sincerely,

Gabriel

Gabriel Torres
Qube Program Manager
Unmanned Aircraft Systems
AeroVironment, Inc.
900 Enchanted Way, Simi Valley, CA 93065
Phone: (805) 581-2187 x1427
Email: torres@avinc.com
Web: www.avinc.com , www.avinc.com/qube

Smiley, Allen

From: Lord, Danielle [Danielle.Lord@austintexas.gov]
Sent: Tuesday, June 05, 2012 4:22 PM
To: Douglas, David
Cc: Suter, Alice; Cochran, Pat; McIlvain, Chris
Subject: Unmanned Aircraft System for APD

Follow Up Flag: Follow up
Flag Status: Red

Categories: Red Category
Attachments: SUAS_Equipment_Lease_Agreement_Rev_14_APD-04.pdf



SUAS_Equipment_L
ease_Agreement...

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Please call me if you have any questions.

Thank you,

* Please note that my email address has changed to danielle.lord@austintexas.gov

Danielle Lord

M.B.A., B.B.A., C.P.M., A.P.P.

Procurement and Contract Services

& Alarm Administration

Financial Manager

Phone: 512-974-4543

Fax: 512-974-5960

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-----Original Message-----

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Importance: High

Danielle, Cynthia:

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Please let us know if there are additional questions.

Thank you very much for your support in this program.

Sincerely,

Gabriel

Gabriel Torres
Qube Program Manager
Unmanned Aircraft Systems
AeroVironment, Inc.
900 Enchanted Way, Simi Valley, CA 93065
Phone: (805) 581-2187 x1427
Email: torres@avinc.com
Web: www.avinc.com , www.avinc.com/qube



in cooperation with the U.S. National Institute of Justice Aviation Technology Program

This Equipment Lease Agreement (“Agreement”) is executed this [INSERT DATE] day of [INSERT MONTH], [INSERT YEAR] between AeroVironment Inc., located at 181 W. Huntington Drive – Suite 202, Monrovia, California 91016 (hereafter referred to as “AV”) and **Austin Police Department** located at **715 East 8th Street Austin, TX 78701** (hereafter referred to as the “Lessee”).

WHEREAS AV is an industry leading supplier of Small Unmanned Aircraft Systems (“SUAS”) whose applications include tactical situational awareness, incident documentation, and search and rescue; and

WHEREAS Lessee, in its capacity as a public safety agency, must respond to situations in a law enforcement environment that could potentially be more effectively managed by the implementation of SUAS technology; and

WHEREAS Lessee is a participant in the U.S. National Institute of Justice’s Aviation Technology Program (“NIJ-ATP”) and will evaluate operational utility of SUAS technology as applied to law enforcement missions; and

WHEREAS, AV desires to provide a low-cost evaluation mechanism by which Lessee may utilize SUAS in its law enforcement applications to determine their effectiveness in exchange for a minimal fee and operational data and feedback as to the performance of the SUAS in such applications;

In consideration of the mutual covenants the parties hereby agree as follows:

1. Lease of Equipment

Subject to the terms and conditions of this Agreement, AV agrees to lease to Lessee and Lessee agrees to lease from AV the equipment (the “*Equipment*”), described on the Equipment Schedule attached as Exhibit A (the “*Equipment Schedule*”).

2. Term & Delivery

The term of this Agreement shall be the term identified on the Equipment Schedule, and shall begin on the date of execution of this Agreement by Lessee (the “*Term*”).

The “*Lease Period*” for the Equipment shall begin on the Delivery Date, which shall be that date on which all of the Equipment is transferred to the control of the Lessee, and shall continue for the number of months specified in the Equipment Schedule. AV will arrange for delivery of the Equipment to the Location specified on the Equipment Schedule, at AV’s expense, after both:

- a. Lessee’s Certificate of Authorization for SUAS flight operations in the U.S. National Airspace System (“COA”) is approved by the Federal Aviation Administration (FAA) and a copy is delivered to AV; and
- b. Online Training (as defined in Section 4 below) has been completed and Flight Training has been scheduled by Lessee.

AV will have no liability for any delay or failure to deliver the Equipment.

3. Payment

- a. Payment. Lessee’s obligation for payment shall commence on the Delivery Date and continue for the Lease Period. The total lease payment shall be \$1.00 for the entire Lease Period.
- b. Lessee’s Entitlement to Tax Benefits. Lessee acknowledges that AV is the only party entitled to claim tax benefits provided by federal, state and local income tax laws to the owner of the Equipment (“Tax Benefits”). If requested by AV, Lessee shall furnish AV with records and other information necessary to claim such tax benefits.

4. AV Support

- a. Training. AV shall provide Lessee with training for up to four (4) UAV operators, on a schedule mutually agreed upon by the parties (the “Training”). This Training will consist of a combination of an online/non-classroom training course (the “Online Training”) and one (1) in-person flight class (“Flight Training”) for all Approved UAV Operators (as defined below) at Lessee’s desired location in the United States covered by a valid COA. AV will coordinate with Lessee to schedule Flight Training to coincide with the expected beginning of the Lease Period and maximize the time that Equipment is available for use by Lessee. Note: The AV-provided training for operation of the Qube system is included in the cost of the lease. However, the COA obtained by Lessee from the FAA may require the UAV Operators to have successfully completed Private Pilot Ground School as well as having obtained a Class II medical certificate, as well as other requirements as established by the FAA. It is Lessee’s responsibility to identify the necessary training



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requirements to satisfy COA specifications. The costs associated with these requirements are not included in the cost of the lease and are the sole responsibility of the Lessee. .

- b. Operational Support. During the Lease Period, AV shall provide, at no additional cost to Lessee, commercially reasonable access to engineering and operational support by telephone or e-mail during normal business hours as it relates to operation of the system.

5. Equipment Use, Reports & Maintenance

a. Approved UAV Operators and Observers.

- i. Approved UAV Operators. Lessee agrees to designate a minimum of two (2) but no more than four (4) active duty sworn law enforcement officers in good standing to receive Training. Officers must be employees of the Lessee. Officers who satisfactorily complete the Training shall be designated by AV as "Approved UAV Operators." Training for additional officers may be available upon request at rates established by AV. Lessee agrees that only Approved UAV Operators will be permitted to operate the Equipment. Approved UAV Operators may also be required to pass the Aviation Medical exam and Aviation Knowledge exam required by the Lessee's COA. Fees for the Medical exams and Aviation Knowledge exams shall be the responsibility of the Lessee. Each Approved UAV Operator shall maintain flight currency by logging at least 2 flight-hours per month (averaged over 3 months) in order to operate the Equipment. The Lessee's COA may impose additional operator currency requirements that the Lessee shall abide by.
- ii. Observers. Lessee shall also designate a minimum of two (2) individuals who will serve as Observers as required by the Lessee's COA. Observers may also be required to pass the Aviation Medical Exams under the Lessee's COA and to satisfy other requirements as required by the FAA. Lessee is solely responsible for any fees for the Medical Exams or other requirements. AV will provide the training for the Observers as part of this lease agreement.

b. Frequency of Usage & Reporting

- i. Flight Hours. Throughout the Lease Period, Lessee agrees to operate the Equipment a minimum of 4 flight hours per month (averaged over 3 months). This requirement shall go into effect during the third full calendar month of the Lease Period.
- ii. Damage Notification. Lessee agrees to inform AV within 5 business days of damage to or loss of the Equipment or any part thereof.
- iii. Logbook. Lessee agrees to maintain an official Logbook of all flights and missions, containing the information specified in Exhibit B, including the identity of any third party law enforcement organizations or public safety agencies that observe operation of the Equipment, and to provide a copy of such logbook to AV within seven (7) business days of the end of each calendar month by sending such reports to the AV Representative or uploading such information to an AV-provided secure server.
- iv. Electronic Backups. Lessee agrees to record and maintain electronic backup files of all Ground Control Station data/video/images on an AV-provided external hard drive for the duration of the Lease Period and to make the files available to AV upon request.
- v. Feedback. Lessee agrees to provide feedback and comments to AV regarding the Equipment, its performance, including product improvements/enhancements, capabilities, and shortcomings and to provide the AV Representative with reasonable access to trained operators of Lessee for purposes of the exchange of information described above.
- vi. Roundtable Discussions. Lessee agrees to participate in roundtable discussions to be coordinated by AV by providing a minimum of one (1) representative from the Lessee's agency for attendance to at least one, one-day event likely to be held near Washington, D.C. Lessee shall be responsible for all costs associated with the attendance of Lessee's representative(s) at this event.

Notwithstanding anything to the contrary above, Lessee shall not be required to provide AV with any videos and/or images or mission-specific information protected by applicable privacy law, evidentiary procedures, or other U.S. Laws or regulations.



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- c. Part Supply. AV, at its expense, shall repair and replace all Equipment, or parts thereof, damaged in the ordinary course of usage in accordance the Operator's Manual and the Training. All such replacement Equipment or parts ("Replacement Parts") shall immediately become part of the Equipment for all purposes hereunder. All damaged Equipment or parts thereof shall be returned to AV for repair or replacement, at Lessee's expense, FOB Destination, via bonded courier. Lessee shall bear the risk of loss of any Equipment damaged or destroyed due to unauthorized operation of the Equipment, as provided in Section 9.e.
- d. Use, Operation and Maintenance.
 - i. Regulatory Compliance. Lessee shall use the Equipment in compliance with all laws, rules and regulations of every governmental authority having jurisdiction over the Equipment and its operation and maintenance, including the terms of any applicable COA and applicable FAA regulations.
 - ii. Operator's Manual. Lessee shall use the Equipment in compliance with the Operators Manual and all Training provided by AV.
 - iii. Permits & Licenses. Lessee shall obtain all permits, licenses or other authorization necessary for the operation and use of the Equipment. Except as explicitly stated otherwise herein, Lessee shall pay all costs, expenses, fees and charges incurred in connection with the use and operation of the Equipment.
- e. Location of Equipment. Lessee shall not store any part of the Equipment at any other place other than the location set forth on the Equipment Schedule without the prior written consent of AV.
- f. Security and Export Control. The Equipment, including any replacement parts, must either remain in the custody of the Lessee, at all times, or be placed in locked storage to prevent theft or unauthorized access.

Lessee acknowledges that the Equipment falls under the jurisdiction of export control laws and regulations of the United States Department of Commerce, the United States Department of State and other United States government agencies relating to the export of commercial or military technology. Lessee agrees to abide by these export control regulations and agrees not to export any "Technical Data" without the express written consent of AV or without the required U.S. Government export licenses.

For the purpose of this section, "Technical Data" is defined in the export regulations (22 U.S. Code of Federal Regulations Chapter 1 Section 120.10) as "Information...which is required for the design, development, production, manufacture, assembly, operation, repair, testing, maintenance or modification of defense articles." Lessee acknowledges that the commitment not to export includes "deemed export" (disclosure to Foreign persons in the United States or elsewhere). Deemed export includes export of technical data to Foreign Persons who may be present in the facilities of, or in contact with Lessee outside of its business facility. A "Foreign Person" is any person who is not a citizen of the United States, a Lawful Permanent Resident (Green Card Holder) or a member of a protected class. Foreign Persons cannot receive controlled data unless an export license is issued to cover such a transfer. Any business entity that is not incorporated or organized to do business in the United States is also a Foreign Person.

The Lessee shall take all reasonable measures to protect the technical data from disclosure to any Foreign Persons unless specifically authorized by a U.S. export license and AV.

Failure to obtain an export control license or other authority from the U.S. Government when such is required may result in criminal liability under U.S. laws. Express written consent from AV, although required under this agreement, does not constitute a governmental authorization or an export license.

- g. Return of Equipment. At the end of the Lease Period or termination of the Agreement, Lessee shall return the Equipment and any replacement parts to AV at the location within the Continental United States designated by AV at Lessee's expense. The Equipment shall be shipped by bonded courier in the same crating in which it was received, if possible, or in crating and/or packing materials approved by AV. Lessee shall also deliver to AV the plans, specifications, operating manuals, and other documents furnished by AV and such other documents in Lessee's possession relating to the maintenance and method of operation of the Equipment. At AV's written request, Lessee shall provide free storage for any item of the Equipment for a period not to exceed 10 days after the end of the Lease Period or termination of the Agreement before returning such item to AV. Lessee shall permit AV access to the Equipment for inspection during this time.



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6. Non-Disclosure of AV Proprietary Information and Limited Usage of Operational Data

- a. Non-Disclosure of AV Proprietary Information. For the purpose of this section, “AV Proprietary Information” means all information, not generally known, belonging to, or otherwise relating to the business of AV or its clients, customers, suppliers, vendors, licensors, licensees, consultants, affiliates or partners, regardless of the media or manner in which it is stored or conveyed, that AV has taken reasonable measures under the circumstances to protect from unauthorized use or disclosure. Proprietary Information includes but is not limited to trade secrets as well as other proprietary knowledge, information, and know-how; non-public intellectual property rights, including unpublished or pending patent applications and the status of their prosecution and all related patent rights; manufacturing techniques; processes; designs; drawings; improvements; ideas; conceptions; test data; compilations of data; and developments, whether or not patentable and whether or not copyrightable.

Any and all AV Proprietary Information supplied by AV to Lessee in connection with the Equipment shall be marked by AV as “AV Proprietary” and shall be held in strict confidence and shall not be shared with third parties without the express written permission of AV. The AV Proprietary Information specifically shall not include any information that is (a) already known to the Lessee at the time that it is disclosed or (b) has become publicly known through no wrongful act of the Lessee or (c) is rightfully received from a third party without restriction or (d) is independently developed by the Lessee prior to the receipt of the AV Proprietary Information; or (e) is furnished by AV to a third party without a similar restriction on disclosure.

Lessee agrees that it will not reverse engineer the Equipment, or, reverse engineer, decompile or disassemble or further disseminate any software integrated into the Equipment. This requirement applies regardless of whether such Equipment or software is marked “AV Proprietary.”

- b. Confidentiality of Operational Data & Operational Feedback. Lessee acknowledges that, as partial consideration for use of the Equipment, Lessee is required to provide certain information pursuant to Section 5.b. “Frequency of Usage & Reporting” above. The information provided by Lessee to AV shall be deemed AV Proprietary Information and treated as such to the extent that it constitutes “Operational Data” or “Design Data.”

“Operational Data” is defined as any data or copyrightable works created by the Lessee or any of its employees, agents, or representatives, including verbal, written, or photographic works, that describe, report or demonstrate the performance of the Equipment, including the relationship between Equipment performance and environmental or physical conditions.

“Design Data” is defined as data that reveals information about the design, construction or method of operation of the Equipment, as well as feedback and/or suggestions from Lessee employees, agents or representatives that apply to the technical design, construction, or method of operation of the Equipment or Training. This does not include feedback related to general functionality, but only to technical design and construction.

- c. Authority to Share Information. As a participant in the NIJ-ATP, Lessee may share written reports that include Operational Data with the NIJ-ATP as required by the program, provided that such data does not disclose any (a) Technical Data, as defined in the U.S. export regulations (22 U.S. Code of Federal Regulations Chapter 1 Section 120.10) (b) Design Data, or (c) any AV Proprietary Information supplied by AV to Lessee. Examples of information that may be shared with NIJ-ATP include: number and frequency of flights and operations, length of operations, environmental conditions during operations, names of operators and observers, maintenance issues, mission descriptions, descriptions of the utility of the Equipment as applied to such missions, and tactical and operational expertise gained as a result of missions. Lessee may also share with NIJ-ATP feedback regarding potential functional enhancements. Lessee will provide a copy to AV of all information shared with NIJ.



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7. Insurance and Assumption of Liability and Indemnification.

- a. Insurance. Lessee will, at its own expense, insure for the following risks with an insurer acceptable to AV: (i) all risk of loss and physical damage to the Equipment in an amount not less than the greater of (a) the fair market replacement value of the Equipment and (b) the Casualty Value of the Equipment; and (ii) comprehensive aviation liability insurance for bodily injury and property damage with a combined single limit of \$2,000,000 for any one accident. Such insurance shall be in full force and effect by not later than the date on which AV ships the Equipment and shall remain in effect through the end of the Lease Period. Such insurance shall include AV as an additional party insured and loss payee, and provide that such policy shall not be cancelable without providing thirty (30) days prior written notice to AV. Lessee shall deliver to AV a valid Certificate of Insurance evidencing such coverage, and any additional data related to the insurance, prior to shipment of Equipment.
- b. COA Requirements. As stipulated in the applicable Certificate of Waiver or Authorization (COA), Lessee shall be responsible at all times for collision avoidance with non-participating aircraft and the safety of persons or property on the surface with respect to the Equipment.

8. Disclaimer of Warranties; Limitation of Remedies

- a. Limited Warranty on Equipment. AV warrants that the Equipment shall be free from defects in materials and workmanship under normal use and service and shall perform in accordance with AV's published specifications during the Term. The warranty in the preceding sentence is subject to the following: AV's obligations shall be limited solely to the repair or replacement, at AV's option and at AV's cost, of the defective parts. Repairs or replacement deliveries shall not interrupt or extend the term of this warranty unless the Term is extended as a result thereof. This warranty does not apply to any Equipment that has been modified, altered or repaired by persons other than those trained, authorized and approved by AV. This warranty is made on condition that the Lessee operates the Equipment in accordance with AV's operating manuals and gives AV prompt written notice of any defect. AV MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE IS HEREBY DISCLAIMED.
- b. Warranty of Title. AV hereby represents and warrants to Lessee that AV has sufficient right, title and interest in the Equipment to enter into this Agreement with Lessee.
- c. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE FOR ANY LOST REVENUE OR ANTICIPATED PROFITS OR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OR INABILITY TO USE THE EQUIPMENT, EVEN IF THAT PARTY OR ITS AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- d. Product Liability. Nothing in this Section or any other provision of this Agreement is intended to transfer to Lessee any of AV's obligations under applicable laws regarding product liability.

9. Ownership and Risk of Loss

- a. Ownership. The Equipment shall at all times remain the property of AV or its assigns. By this Agreement, Lessee acquires no ownership rights in the Equipment. AV may affix (or require Lessee to affix) tags, decals, or plates to the Equipment indicating AV's ownership, and Lessee shall not permit their removal or concealment. Per FAA requirements, this Agreement is intended to satisfy the requirement for the aircraft to be leased for a period of more than 90 days so it is considered a public aircraft.
- b. Designs and Trade Secrets. All right, title and interest in any drawings, data, designs, software programs or other technical information supplied by AV to Lessee in connection with the lease of the Equipment shall remain with AV.



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- c. No Liens. LESSEE SHALL KEEP THE EQUIPMENT AND LESSEE'S INTEREST UNDER THIS AGREEMENT FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES, EXCEPT THOSE PERMITTED BY AV OR ITS ASSIGNS.
- d. Access. AV, its assigns and their agents shall have free access to the Equipment at all reasonable times and upon reasonable notice during normal business hours for the purpose of inspecting the Equipment and for any other purpose contemplated in this Agreement.
- e. Risk of Loss. From and after the date the Equipment is delivered to Lessee and until the Equipment is returned to AV as provided in the Agreement, Lessee shall bear all risk of loss, damage, theft, or destruction to the Equipment not caused by authorized use of the Equipment in accordance with the Operator's Manual and Training. If any item of Equipment is rendered unusable as a result of any physical damage to or destruction of the Equipment as a result of such unauthorized use, or if any item of Equipment is lost or stolen, then Lessee shall give AV immediate notice thereof and AV shall determine and notify Lessee, within fifteen (15) days after the date of occurrence of such damage or destruction, whether such item of Equipment can be repaired. If AV determines that such item of Equipment can be repaired for an amount equal or less than the current fair market value of the Equipment, Lessee shall, return the item of Equipment to be repaired by AV at Lessee's expense. If AV determines that the item of Equipment cannot be repaired; or the cost of repair would exceed the current fair market value of the Equipment; or if the item of Equipment is lost or stolen, then Lessee shall pay AV an amount equal to the fair market value of the Equipment as determined in good faith by AV, and AV may terminate this Agreement without further obligation by either party. All proceeds of insurance received by Lessee under any insurance policy shall be applied toward the cost of any such repair or replacement.

10. Events of Default; Remedies

- a. Events of Default. The occurrence of any one or more of the following events (each an "*Event of Default*") shall constitute a default under this Agreement:
 - i. *Use & Reporting Requirements.* Lessee breaches any of the requirements of Section 5.b.;
 - ii. *Spare Parts Usage.* The cost of spare parts and/or repair costs expended by AV to repair the Equipment under Section 5.c. throughout the Lease Period exceeds \$25,000.
 - iii. *Transfers.* Except as expressly provided herein, Lessee attempts to, or does, remove, sell, assign, transfer, encumber, sublet, or part with possession of any one or more items of the Equipment, or any interest under this Agreement except as expressly permitted herein.
 - iv. *Attachment; Abandonment.* Through the act or omission of Lessee, any item of Equipment is subject to any levy, seizure, attachment, assignment, or execution; or Lessee abandons any item of Equipment.
 - v. *Other Obligations.* If either party shall fail to observe or perform any of the other obligations required to be observed or performed by such party hereunder and any of the foregoing events shall continue uncured for ten (10) days after written notice thereof is given to the party in breach.
 - vi. *Involuntary Proceedings.* Within thirty (30) days after the commencement of any proceedings against either party seeking reorganization, arrangement, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law or regulation, such proceedings shall not have been dismissed.
- b. Remedies. Upon the occurrence of any Event of Default, the non-defaulting party shall have the option, with or without giving notice to the other party to do any one or more of the following:
 - i. *Enforcement.* Enforce this Agreement according to its terms.
 - ii. *Termination.* Either party may terminate this Agreement upon the breach of the other party upon 30 days written notice to the breaching party and the breach is not cured within the time set forth in section 10.a., or if no time is specified, within 30 days.
 - iii. *Damages:* Each party shall remain fully liable for and shall pay, the other party, as applicable for (i) all sums due and payable under this Agreement for all periods up to and including the date on which the default occurs; (ii) all costs and expenses incurred by the non-defaulting party on account of such default, including, but not



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limited to, all court costs and reasonable attorney's fees; and (iii) all reasonable damages as provided by law (collectively "Damages").

- iv. Possession of Equipment. Upon termination of this Agreement, (i) AV may take possession of any or all of the Equipment, wherever situated and for such purpose, AV may enter upon any Lessee's premises upon reasonable notice to Lessee without any court order and without liability for so doing; and/or (ii) Lessee may return the Equipment to AV as provided in this Agreement.
- c. Nonexclusive Remedies. Either party may exercise any and all rights and remedies available at law or in equity, including those available under the Uniform Commercial Code (including sections thereof dealing with leases) as enacted in the state in which the Equipment is located; or other applicable law. The right and remedies afforded AV hereunder shall not be deemed to be exclusive, but shall be in addition to any rights or remedies provided by law. One party's failure to promptly enforce any right hereunder shall not operate as waiver of such right, and at that party's waiver of any default shall not constitute a waiver of any subsequent or other default. AV may accept late payments or partial payments of amount due under this Agreement and may delay enforcing any of AV's rights hereunder without losing or waiving any of AV's rights under this Agreement.

11. Publicity

Lessee shall consult with AV regarding the public disclosure, including but not limited to, news releases, advertisements, or public announcements concerning this Agreement or the Program or its relationship with AV.

12. General

- a. Assignment. Lessee shall not directly or indirectly, voluntarily or by operation of law, sell, assign, encumber, pledge or otherwise transfer or hypothecate all or any part of the Equipment (collectively, "Assignment"), or permit the Equipment to be used by anyone other than Lessee or sublease the Equipment or any portion thereof (collectively, "Sublease"), without AV's prior written consent in each instance, which consent shall not be unreasonably withheld. No consent by AV to any Assignment or Sublease by Lessee shall relieve Lessee of any obligation to be performed by Lessee under this Agreement, whether arising before or after the Assignment or Sublease. The consent by AV to any Assignment or Sublease shall not relieve Lessee from the obligation to obtain AV's express written consent to any other Assignment or Sublease. Any Assignment or Sublease that is not in compliance with this Section shall be void and, at the option of AV, shall constitute a breach of this Agreement.
- b. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof.
- c. Modification. This Agreement may not be amended or modified except in writing, signed by a duly authorized representative of each party.
- d. Interpretation. The provisions of this Agreement shall be deemed to be independent and severable. The invalidity or partial invalidity of any one provision or portion of this Agreement under the laws of any jurisdiction shall not affect the validity or enforceability of any other provision of this Agreement. The captions and headings set forth herein are for convenience of reference only and shall not define or limit any of the terms hereof.
- e. Notices. All notices, requests and communications required or permitted hereunder shall be in writing and shall be sufficiently given and deemed to have been received upon personal delivery or delivery by express courier such as FedEx or, if mailed, upon the first to occur of actual receipt or seventy-two (72) hours after being placed in the United States mail, postage prepaid, certified mail, receipt requested, addressed to the parties at the following addresses: (a) if to AV, to []; and (b) if to Lessee, to []. Notice of a change in address of one of the parties shall be given in writing to the other party as provided above, but shall be effective only upon actual receipt by the addressee and the person designated to receive a copy.
- f. Governing Law. This Agreement shall be governed by and shall be interpreted pursuant to the substantive laws of the State of Texas without regard to choice of law rules.



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- g. Waiver of Jury Trial. RESERVED.
- h. Jurisdiction; Venue. Each party to this Agreement irrevocably submits itself to the jurisdiction of state and federal courts located in Travis County, Texas. The venue for any enforcement or interpretation of this Agreement shall lie with those courts, and each party waives any objection that it might have to venue.
- i. Financing Statements and Fees. A photocopy of this Agreement shall be sufficient as, and may be filed as, an original financing statement. Lessee authorizes AV to file one or more financing statements describing the Equipment and appoints AV as Lessee's attorney-in-fact to execute any such financing statements if Lessee's signature is required in any relevant jurisdiction. Lessee will cooperate with AV in protecting AV's interests in the Equipment, this Agreement and the amounts due under the Agreement, including, without limitation, the execution and delivery of Uniform Commercial Code statements and filings and other documents requested by AV. Lessee will execute and deliver to AV such other documents and written assurances and take such further action as AV may request to more fully carry out the implementation, effectuation, confirmation and perfection of the lease and any rights of AV thereunder. Financing Statements shall be terminated upon return of the Equipment.
- j. Provisional Security Interest. In the event a court of competent jurisdiction or other governing authority shall determine that this Agreement is not a "true lease" or that AV (or its assigns) does not hold legal title to or is not the owner of the Equipment, then this Agreement shall be deemed to be a security agreement with Lessee, as debtor, having granted to AV, as secured party, a security interest in the Equipment effective the date of this Agreement; and AV shall have all of the rights, privileges and remedies of a secured party under the Texas Uniform Commercial Code.
- k. Attorney's Fees. Lessee shall reimburse AV for all charges, costs, expenses and attorney's fees incurred by AV in defending and protecting its interest in the Equipment against any and all claims arising solely through Lessee and in the enforcement of this Agreement or the collection of any past due rent or other payments past due under this Agreement.
- l. No Binding Arbitration. It is expressly understood that disputes between the parties are not required to be submitted to binding arbitration. The parties retain all legal and equitable remedies available under the laws of the state of Texas and other applicable law.

AeroVironment, Inc.

Austin Police Department

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____



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SUAS EQUIPMENT LEASE AGREEMENT

EXHIBIT A
Equipment Schedule

1. Equipment to be provided to Lessee under this Agreement is one (1) Qube system, which contains the following:
 - a. One (1) air vehicle (consisting of one (1) fuselage assembly and two (2) motor arm assemblies)
 - b. Four (4) air vehicle batteries
 - c. One (1) spare fuselage assembly
 - d. Two (2) spare motor arm assemblies
 - e. One (1) color camera payload
 - f. One (1) color camera and thermal camera payload
 - g. One (1) tablet-based Ground Control Station (GCS)
 - h. Two (2) GCS batteries
 - i. One (1) charger for air vehicle and GCS batteries
 - j. One (1) Field Repair Kit for field-repair and maintenance of system
 - k. One (1) external hard drive for backup of flight data and videos/images
 - l. Spare parts and consumable parts needed for operation of the system
2. Training to be provided includes
 - a. One (1) Operator-level training session for no more than four (4) sworn law enforcement officers employed by the Lessee
 - b. Training will be combination of non-classroom training and in-person flight training
 - c. Training to be conducted at Lessee's location (covered by a COA)
 - d. Training to be conducted using the Equipment to be provided to Lessee

Term: From the signature of the Agreement through the end of the Lease Period.

Lease Period: The initial Lease Period shall be six (6) months from the beginning of the Lease Period (see Section 2 for definition of the beginning of the "Lease Period"). The Lease may be renewed for an additional six (6) months upon the mutual agreement of the Parties.

Lease Period Payment: \$1.00

Location of storage of Equipment: _____

Lessee individual responsible for official receipt of shipped Equipment: _____



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EXHIBIT B
Logbook Information

The information below is an example of the type of information required to be entered for each mission or flight in the provided air vehicle's logbook. Additional items may be added to the logbook in the future as operational use reveals the need for additional information that should be recorded and logged.

OPERATING AGENCY:

DATE (mm/dd/yy): ____/____/____

TIME:

LOCATION:

TIME ZONE:

TEMPERATURE: _____ °F

MISSION:

NAME OF UAS OPERATOR:

NAME OF OBSERVER:

NAME(S) OF REPRESENTATIVES FROM OTHER AGENCIES PRESENT DURING OPERATION:

FIELD ALTITUDE: _____ ft MSL

WIND SPEED & DIRECTION: _____ kts @ _____

AIR VEHICLE FUSELAGE S/N:

AIR VEHICLE BATTERY S/N:

MOTOR ARM S/N: _____ FRONT; _____ REAR

PAYLOAD S/N:

WAS IR CAMERA USED?:

GROUND CONTROL STATION S/N:

TABLET S/N:

RECORDED FILE NAME:

FLIGHT TIME: _____ min

of TAKEOFFS:

of LANDINGS:

MAX. RANGE: _____ km

AVERAGE OPERATIONAL ALTITUDE: _____ ft AGL

FLIGHT NOTES:

POST FLIGHT DAMAGE (IF ANY):

ITEMS USED FROM FIELD REPAIR KIT AND OTHER MAINTENANCE NOTES: